



THE CITY OF GAITHERSBURG

REQUEST FOR PROPOSAL

FOR TEEN, COED and ADULT SOFTBALL OFFICIALS

BID # 2007-007

**Issued: by the Department of Parks, Recreation & Culture
DECEMBER 6, 2006**

Proposal Due Date: January 2, 2007

**CITY OF GAITHERSBURG
GAITHERSBURG, MARYLAND**

**REQUEST FOR PROPOSAL NO.
FOR TEEN, COED and ADULT SOFTBALL OFFICIALS**

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BID #2007-007

RFP SUBMISSION CERTIFICATION

OFFEROR MUST RETURN THIS COMPLETED FORM WITH PROPOSAL SUBMISSION

PROPOSAL SUBMITTED BY: _____

FIRM: _____

ADDRESS: _____

PHONE: _____

E-MAIL: _____

FAX: _____

The proposal as submitted includes the _____ RFP Submission Form with Conflict of Interest Certification, an Affidavit of Qualification to Bid and a Statement of Qualifications. I, the undersigned, hereby attest to the truth and completeness of the information and responses provided and certify that my firm has met the minimum selection criteria required in the City of Gaithersburg's Request for Teen, Coed and Adult Official Services as described in Section I-F.

Signature:

Submitted By:

Notary Attestation:
State of Maryland
County of Montgomery

I hereby certify that on this ____ day of _____, 2006, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to he within instrument and acknowledged that same was executed for the purposes contained therein.

Witness my hand and Notarial seal: _____

My Commission expires:

Notary Public _____

(Print Name)



BID #2007-007

AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

- 1) I am the _____ and the duly authorized
(Title)
representative of the firm _____
(Name of Corporation)

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
- 2) The firm _____ is either a Maryland corporation or is a foreign corporation properly registered with the Maryland State Department of Assessments and Taxation at 301 West Preston Street, Baltimore, Maryland 21201, in compliance with the State of Maryland Code of Regulations, Title 21, State Procurement Regulations.
- 3) Except as described in Paragraph 4 below, neither I nor the above firm, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have, during the course of an official investigation or other proceeding, admitted in writing or under oath, acts of omissions which constitute bribery, attempted bribery, or conspiracy to bribe, whether or not in furtherance of obtaining a contract with a public body, under the provisions Md. Code Ann., State Finance and Procurement Article, §16-202 (1995 Repl. Vol.) and Article 27 of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 2, 1977 is not required to be reported).
- 4) List any conviction, plea, or admission described in paragraph 3 above, with the date, court, official, or administrative body; the individuals involved and their position with the firm; and the sentence or disposition, if any. Otherwise, state "none" as appropriate.
- 5) Neither I nor the above firm, nor to the best of my knowledge an officer, partner, controlling stockholder or principal of the bidder, or any other person substantially involved in the bidder's contracting activities has: (1) been convicted under the laws of the State, another state or the United States of: (i) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, except as provided in Section 16-202 of the State Finance and Procurement Article of the Annotated Code of Maryland; or (ii) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; (2) been convicted of a criminal violation of an

antitrust statute of the State, another state or the United States; (3) been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract; (4) been convicted of a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland; (5) been convicted of a conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described herein; (6) been found civilly liable under an antitrust statute of the State, another state or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

- 6) Bidder hereby declares that this bid is made without any connection or collusion with any person, firm or corporation making a bid for the same work; that pursuant to this affidavit; that the attached specifications and any drawings referred to herein have been carefully examined and are understood; that careful examination has been made as is necessary to become informed as to the character and extent of the work required; and, that if this bid is accepted, this Bidder will contract to do, for the price stated in the attached cost proposal, all of the work described in the specifications, drawings and contract conditions.
- 7) I acknowledge that this affidavit is to be furnished to the City Manager for the City of Gaithersburg, Maryland and, where appropriate, to the Board of Public Works and to the Attorney General under the State Finance and Procurement Article. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of Gaithersburg may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Sections 16-202 and 16-311 of the State Finance and Procurement Article, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Witness

Signature

Date

Notary Attestation:

State of Maryland
County of Montgomery

I hereby certify that on this ____ day of _____, 2006, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged that same was executed for the purposes contained therein.

Witness my hand and Notarial seal: _____

My Commission expires:

Notary Public _____
(Print Name)



BID #2007-007

RFP SUBMISSION FORM

Company Name: _____

Company U.S. Treasury
Department Employers'
Identification Number: _____

Contact Person: _____

Company Address: _____

Phone: _____ Fax: _____

Phone: _____ E-mail: _____

CONFLICT OF INTEREST CERTIFICATION

I HEREBY CERTIFY, on behalf of _____ that neither the City Manager, nor any other officer, agent, or employee of the City, no member of the governing body of the City, and no member or employee of a Commission, Board, or Corporation controlled or appointed by the Mayor and Council of the City has received or has been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration directly or indirectly related to this contract. Upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of a contract awarded pursuant to this bid submission, _____ will furnish to the City Council of the City of Gaithersburg, under oath, answers to any interrogatories and comply with any request to review documents related to a possible conflict of interest as herein embodied.

I HEREBY CERTIFY, on behalf of _____ that no employee or agent of _____ is a member or employee of any agency, commission, board or corporation of the City of Gaithersburg or is the spouse or any other relative of any of the foregoing. If _____ is unable to so certify, the details of any such

relationship with the City of Gaithersburg are disclosed herein:

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Witness

Signature

Date

Notary Attestation:
State of Maryland
County of Montgomery

I hereby certify that on this ____ day of _____, 2006, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged that same was executed for the purposes contained therein.

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public _____
(Print Name)

**CITY OF GAITHERSBURG
GAITHERSBURG, MARYLAND**

**REQUEST FOR PROPOSAL NO. 2007-007
FOR TEEN, COED AND ADULT SOFTBALL OFFICIALS**

This is a solicitation for proposals only. It is not a contract. The City of Gaithersburg, hereinafter referred to as the “City,” will assume no obligation to pay or reimburse any person or firm responding to this solicitation for any costs, fees or expenses incurred in preparation of a response to this Request For Proposal, or for any meetings or travel costs related to such response. The City is under no obligation to any responding party until a contract is executed for the below described services.

Sealed proposals addressed to the City of Gaithersburg, Maryland for **TEEN, COED AND ADULT SPORTS OFFICIALS** will be received at the Department of Parks, Recreation and Culture, Activity Center at Bohrer Park, 506 South Frederick Avenue, Gaithersburg, Maryland 20877 until 9:00 a.m., January 2, 2007.

AWARD

Award will be made to the qualified Offeror obtaining the highest combined weighted score, combining the price, technical qualifications and experience factors.

AGREEMENT

The selected Offeror will be required to complete a two party standard form of agreement.

NOTICE TO BIDDERS

Companies not incorporated in the State of Maryland must be in compliance with the **State of Maryland Code of Regulations Title 21, State Procurement Regulations**, in order to enter into a contract with the City. “Pursuant to 7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, MD 21201 before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.”

Bidders must supply with their bids their **US Treasury Department Employers’ Identification Number** as such number is shown on their Employer’s Quarterly Federal Tax Return (US Treasury Department Form No. 941). This number shall be inserted on the **RFP Submission Form** in the space provided.

Bidders must be qualified to bid in the State in accordance with the **State Finance and Procurement Article of the Annotated Code of Maryland**. Bidders are on notice that, under **Section 16-202(a) of the State Finance and Procurement Article of the Annotated Code of Maryland**, a person is debarred by operation of law from entering into a contract with a public body if the person has been convicted under the laws of the State for bribery, attempted bribery, or conspiracy to bribe, committed in furtherance of obtaining a contract with a public body.

Bidders are further hereby on notice that, under **Section 16-202(b) of the State Finance and Procurement Article of the Annotated Code of Maryland**, a person *may* be debarred from entering into a contract with a public body, if the person: 1) has been convicted under the laws of the State for bribery, attempted bribery, or conspiracy to bribe, committed other than in furtherance of obtaining a contract with any public body; 2) has been convicted under the laws of another state or of the United States for bribery, attempted bribery, or conspiracy to bribe; or 3) during the course of an official investigation or other proceeding has admitted, in writing or under oath, acts or omissions that would constitute bribery, attempted bribery, or conspiracy to bribe, under the laws of the State, another state or the United States.

Bidders are also hereby on notice that, under **Section 16-203 of the State Finance and Procurement Article of the Annotated Code of Maryland** bidders may be debarred from entering into a contract with the City if the person, an officer, partner, controlling stockholder or principal of the bidder, or any other person substantially involved in the bidder's contracting activities has: (1) been convicted under the laws of the State, another state or the United States of: (i) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, except as provided in Section 16-202 of the State Finance and Procurement Article of the Annotated Code of Maryland; or (ii) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; (2) been convicted of a criminal violation of an antitrust statute of the State, another state or the United States; (3) been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract; (4) been convicted of a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland; (5) been convicted of a conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described herein; (6) been found civilly liable under an antitrust statute of the State, another state or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS IN PART OR FULL AND TO WAIVE ANY TECHNICALITIES OR INFORMALITIES AS MAY BEST SERVE THE INTERESTS OF THE CITY.

ANY INDIVIDUALS WITH DISABILITIES WHO WOULD LIKE TO RECEIVE THE INFORMATION IN THIS DOCUMENT IN ANOTHER FORM MAY CONTACT THE ADA COORDINATOR MARGARET KEE AT (301) 258-6310.

SECTION I - INTRODUCTION

A. GENERAL INFORMATION

This service is to provide the City of Gaithersburg (City) with Teen, Coed and Adult Sports Officials for a term of one (1) year with an option for an additional three (3) years of renewal services.

B. BIDDING SCHEDULE

The following target date schedule is to be observed with respect to the various actions required to conclude arrangements for Recreation Program apparel services:

1. Request for proposal published and issued by December 6, 2006.
2. Offeror's technical questions accepted in writing until December 28, 2006.
4. Final addendum to RFP, if any, received by December 28, 2006.
5. Three (3) copies of the proposal, including all completed bid forms, must be returned no later than 9:00 a.m., January 2, 2007 to the Department of Parks, Recreation and Culture, Activity Center at Bohrer Park, 506 South Frederick Avenue, Gaithersburg, MD 20877.
6. Proposal evaluations completed by January 7, 2007.
7. Contract awarded by January 16, 2007. This is an estimated date only; the City may extend this date in its sole and absolute discretion, or may decide not to award the contract at all.
8. Complete all necessary paperwork required to implement contract by January 16, 2007.

C. SELECTION CRITERIA AND RESPONSIVENESS TO RFP

1. **Committee:** An Evaluation Committee comprised of the City of Gaithersburg Program Director, Sports Specialist and one Recreation Supervisor for Sports and/or other staff selected by the City of Gaithersburg will evaluate the proposals.
2. **Responsiveness:** The Evaluation Committee will initially evaluate each proposal against the criteria established herein to determine if the proposal is responsive according to the solicitation requirements. Proposals lacking any of the submission criteria may be determined non-responsive and may be removed from consideration.

3. **Criteria:** The selection criteria for evaluation of proposals deemed responsive include the following, not necessarily in the order listed:

- a. Ability to meet requirements.
- b. Financial strength of bidder.
- c. Cost of services and convenience to City in providing services.
- d. Experience in providing the services described herein.
- e. Any additional services offered.
- f. Completeness of proposal.
- g. Presence in City and commitment to demonstrate good corporate citizenship.

The Evaluation Committee will evaluate the proposals and quotations from the information at hand and will also ask questions of a clarifying nature from bidders as required. The ability to meet the requirements for services is the prime consideration factor, and financial strength of the bidder, cost of services, and experience in providing the services are the next most important factors. The other evaluation factors are secondary in the evaluation of the proposal.

When the Evaluation Committee has tentatively selected the Offeror, it may request a conference(s) to formulate plans in greater detail, to clarify specific areas and to otherwise complete negotiations prior to the recommendation for award. Price of items proposed or the total will not be raised or lowered during these conferences. At any time during these conferences, and prior to actual awarding of a contract, the Evaluation Committee may choose to modify its choice of a selected Offeror, if it determines that such a change is in the best interest of the City.

D. LENGTH OF CONTRACT

It is the intent of the City to award a contract for Teen, Coed and Adult Softball Officials services for a one (1) year period with the option to extend an additional three (3) years. The contractual period shall commence approximately on January 16, 2007 and terminate on December 31, 2007. The contract may be terminated by the City by giving written notice to the other party no later than thirty (30) calendar days before the termination date. This provision may be exercised only after the contract has been in effect for two calendar months. Provided, however, that during the original term or any renewal term, the City may terminate the contract on thirty (30) days written notice to Contractor should there be a material breach of Contractor's obligations under the contract which is not cured to the City's satisfaction prior to the date of termination. The Offeror shall commit to providing the services requested at the rate submitted in the cost proposal for the term of the contract.

Any variation in the cost of services over the term of the contract shall be duly noted in the cost proposal. The renewal option may allow a price increase, not to exceed Consumer Price Index (CPI) at the time of the renewal.

E. TERMS AND CONDITIONS

1. City's Right to Reject/Binding Nature of Proposal

The City reserves the right to reject any or all proposals, to waive informalities in the process, provided the informalities do not affect the price, quality, quantity or performance, and to accept or reject any item or combination of items. Each organization or individual assumes all charges, costs, claims or liability for the preparation and submission of its/his/her proposal. The City is under no obligation to pay or reimburse any organization or individual except pursuant to a written contract expressly providing for the same. The award will be to the Offeror whose proposal, in the opinion of the City, is in the best interests of the City taking into consideration all aspects of the Offeror's responses, including total net costs to the City. In the event that the Offeror to whom the award is made does not execute a contract within 30 days of the notice of award, the City may give notice to such Offeror of intent to award the contract to the next most qualified Offeror, or to call for new proposals and may proceed to act accordingly.

In no event will the Evaluation Committee permit modifications to the amount proposed. The proposal as submitted will be considered to be the last and final offer. The proposal of the Offeror shall remain binding sixty (60) calendar days after the date of the opening. Notwithstanding the foregoing, the City retains the right to choose to negotiate contracts when determined to be in the City's best interest, in accordance with Sec. 57 of the City Charter.

The intent of this bidding process is to select one vendor to provide Teen, Coed and Adult Officials Services as specified in the proposal document.

2. Accurate Information, Accounting System, and Audit

The Offeror certifies that all information the Offeror has provided or will provide to the City is true and correct and can be relied upon by the City in awarding, modifying, making payments, or taking any other action with respect to a written agreement entered into with the Contractor pursuant to this request for proposals (hereinafter "The Agreement"). Any false or misleading information is grounds for the City to terminate an award to the Contractor or any written agreement entered into with the Contractor and such termination shall relieve the City of any direct or consequential damages or costs incurred by Contractor.

The Offeror certifies that the Offeror's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the Contractor's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The City may examine the Contractor's records to determine and verify compliance with the Agreement. The Contractor must grant the City access to these records at all reasonable times during the Agreement term and for three (3) years after final payment. If the Agreement is supported to any extent with Federal, State or County funds, the appropriate Federal, State or County authorities may also examine these records.

3. Bidder's Payment Terms

The City will reject as non-responsive a bid under this solicitation which is conditioned on

payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.

4. Errors in Bids

Offerors shall thoroughly examine and be familiar with the City's specifications. The failure or omission of any Offeror to receive, examine, or understand this document shall in no way relieve any Offeror of obligations with respect to this proposal or the subsequent contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this paragraph. Obvious error(s) in calculations may be corrected with the City's consent in the City's sole discretion, or may be cause to reject a bid, whether or not the City has accepted the bid.

5. Modifications, Alternate Proposals

Modifications and alternate proposals from the services required can result in the rejection of the proposal as not being responsive to this RFP. Offerors should clearly respond to the requirements of the RFP. Any alternate proposals which are offered should be clearly indicated as such.

6. Additional Services

The City reserves the right to evaluate additional or new Teen, Coed and Adult Officials Services which may be in the best interest of the City from time to time and may negotiate the price of these services with the successful Offeror. While pricing for such additional services may be requested in the RFP, the City is under no obligation to consider such information on the additional services in selecting the successful Offer unless otherwise stated.

7. Statement of Qualifications

Offerors will submit with their proposal a "Statement of Qualifications" detailing their capabilities to provide the services specified herein. Offerors will list those governmental entities for which they are now providing or have provided Teen, Coed and Adult Official Services similar to those being requested by the City. The Offeror's "Statement of Qualifications" will also include the personal qualifications and experience of the personnel that will be directly involved in the delivery of Teen, Coed and Adult Officials Services to the City. As part of the Statement of Qualifications, the Offeror shall submit other information as may be requested of the Offeror. The successful Offeror awarded a contract pursuant to this RFP may not make modifications to the personnel who will be directly involved in the delivery of Teen, Coed and Adult Officials Services to the City without the City's prior written consent.

8. Questions

Technical and contractual questions pertaining to this request for proposals shall be referred to the Director of Parks, Recreation and Culture.

9. Non-discrimination Requirements

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin, disability, marital status, or presence of children. The Contractor will take affirmative action to ensure that employees shall not be discriminated against on the basis of race, religious creed, color, sex, national origin, disability, marital status, the presence of children, ancestry and sexual orientation. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, advertising, layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.

The Contractor will, in all solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin, disability, marital status, or the presence of children. The Contractor agrees to use clauses similar to those above in all subcontracts. In the event the Contractor fails to comply with the nondiscrimination clauses of this contract, or fails to include such contract provisions in all subcontracts, as hereinabove provided, this contract may at the option of the City be declared void **AB INITIO**, canceled, terminated or suspended in whole or in part with waiver of any recourse by the Contractor against the City or its officials or employees, and the Contractor may be declared ineligible for further contracts with the City.

Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to their books, records and accounts. In the event the City Manager concludes, on the basis of his investigation, that the Contractor has failed to comply with the nondiscrimination clauses, the City Manager may invoke the remedies hereinabove set out.

10. Conflict of Interest

In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances, a prerequisite for payment pursuant to the terms of this contract is that the Contractor shall furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent and/or employee of the City, and no member of the governing body of the City or any member or employee of a Commission, Board, or Corporation controlled or appointed by the Mayor and Council of the City has received or has been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the City Council of the City of Gaithersburg, under oath, answers to any interrogatories and comply with any request to review documents related to a possible conflict of interest as herein embodied. Offeror shall also certify under oath that that no employee or agent of Offeror is a member or employee of any agency, commission, board or corporation of the City of Gaithersburg or is the spouse or any other relative of any of the foregoing. If Offeror is unable to so certify, the details of any such relationship with the City of Gaithersburg must be disclosed. **See, RFP Submission Form.**

11. Warranty Against Use of Broker

The Offeror warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bonafide employees, or bonafide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability by the City or its officials or employees or in its discretion to deduct from the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

12. Preference

Price and other factors being equal, preference will be given first to resident Offerors of the City, then to resident Offerors of the State of Maryland, except when in the judgment of the City, such services would operate to the disadvantage of the City.

13. Changes

No alterations of variables in the terms of a contract awarded pursuant to this RFP shall be valid or binding upon the City unless made in writing and signed by the City Manager or his/her designee.

14. Assignment of Contract

It is mutually understood and agreed that, once awarded a contract pursuant to this RFP, the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of its contract or its right, title or interest therein, or its power to execute such contract, to any other person, or corporation, without the previous written consent of the City Manager or his/her designee, but in no case shall such consent relieve the Contractor from its obligations, or change the terms of the contract. Unless otherwise provided in the contract, the Contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the prior written approval of the City Manager, and the furnishing to the City of a Release of Liens by the party furnishing the materials or services other than the Contractor.

15. Cancellation

The contract awarded pursuant to this RFP may be canceled or annulled by the City Manager or his/her designee by written notice of default to the Contractor, upon nonperformance or violation of contract terms. Upon such cancellation or annulment, an award may be made to another Offeror. In any event, the defaulting Contractor shall be liable to the City for costs to the City, including reasonable attorney's fees which are the proximate result of Contractor's default.

16. Patents

Whenever any article, material, appliance, process composition, means or things called for by the RFP specifications is covered by Letters of Patent, the successful bidder must secure,

before using or employing such materials the assent in writing of the owner or licensee of such Letters of Patent and file the same with the City.

The bidder will defend, at their own expense, and will pay the cost and damages awarded in any action brought against the City based on an allegation that the items provided by the bidder infringe on any patent, copyright, license or trade secret. In the event that an injunction shall be obtained against the City's use of items by reason of infringement of any patent, copyright, license or trade secret, the bidder will, at its expense, procure for the City the right to continue using the items and replace or modify the same so that it becomes non-infringing.

17. Ownership

All materials submitted in response to this RFP will become the property of the City and may be returned at the option of the City.

All materials developed in accordance with the final agreement will become the property of the City. It is agreed that all data, information and material prepared by the Contractor as required by the final agreement, shall be delivered to and remain the property of the City upon completion of the final agreement. The data, information and material shall be put to any use the City sees fit without any compensation or reimbursement to the Contractor other than the fees to be paid under the terms of the Agreement.

18. Confidentiality

The City agrees, to the extent permitted by law and in accordance with the terms set forth in Section III D of this RFP, to hold all material information belonging to the Offeror, which it deems to be confidential, in strictest confidence. Offeror must specify in writing, delivered to the City, the precise information or material contained in its response to this RFP which the Offeror deems to be either a trade secret or other confidential material and why.

The Offeror awarded a contract pursuant to this RFP agrees to hold all material and information belonging to the City or the City's agents in strictest confidence and not to make use thereof other than for the performance of contractual obligations, and to release it only to employees or agents of the Contractor requiring such information and not to release or disclose it to any other party.

19. Dissemination of Data

During the term of the contract awarded pursuant to this RFP, the successful Contractor shall not release any information related to the services or performance of the services under the Agreement nor publish any final reports or documents related to services or performance of services to the City without the prior written approval of the City of Gaithersburg.

20. Retention of Records

The Contractor shall retain and maintain all records and documents relating to the services for a minimum of three (3) years after payment by the City of the final invoice and shall make them available for inspection and audit by the City, the State of Maryland and any appropriate

Federal agency. The accounting records and all supportive documentation shall be maintained in such a manner that will provide for a separation between direct and indirect costs. A similar provision shall be included in all subcontracts.

21. Independent Contractor Status/Personnel

- a. The selected Offeror shall perform the contract awarded pursuant to this RFP as an independent contractor and shall not be considered an agent or employee of the City nor shall any of the employees or agents of the Contractor be considered subagents or employees of the City.
- b. The Contractor shall utilize personnel listed in the final proposal package. Substitution of key personnel shall only be permitted with the written permission of the City. This provision, however, does not require the approval of a contract of employment between the Contractor and the personnel assigned to provide the services hereunder.
- c. For any project receiving funding from the City, the City may not enter into an agreement with any person who has left City employment, other than by reason of retirement, until the person has been out of the City employment for a period of one (1) year, unless excepted herein. The City may enter such an agreement with a person who has left City employment, other than by reason of retirement, for a period less than one (1) year provided that the specific project being bid upon was not under discussion or consideration in any form prior to or at the time the person left City employment. Where the person has been out of City employment for less than one year, a certification, under oath, must accompany the proposal certifying the fact that the project that is the subject of the RFP was not under discussion or consideration in any form prior to or at the time the person left City employment.
- d. No employee of the City, or of any department, commission or agency whose duties as such employee include matters relating or affecting the subject matter of this RFP shall, while such employee, become or be an employee, agent or representative, directly or indirectly, of the party or parties of any subsidiary thereof, thereby contracting with the City.
- e. Unless waived in writing by both the City and appropriate State and Federal agencies prior to award of the contract awarded pursuant to this RFP, no member officer, or employee of the local public body, whether elected or appointed, during his tenure or for one (1) year thereafter shall have any interest, direct or indirect, in such contract or the proceeds thereof.

22. Insurance/Indemnification

The Offeror awarded a contract pursuant to this RFP, will be responsible for keeping in force a general comprehensive policy insuring against personal injury and property damage in an amount no less than \$1,000,000.00. The selected Offeror will be required to obtain and keep in force for all non-City employees and workers, workers compensation and other required insurance of the minimum limits of the project. Selected Offeror will be required to submit a certificate of insurance within ten (10) days of the City Manager's signing an agreement. The

selected Offeror shall indemnify and hold the City, its officials and employees harmless from a) any and all direct or indirect damages, costs, claims, actions, suits, judgments or liens resulting from the negligent act or commission or omission of the selected Offeror, its employees, agents or subcontractors, and b) any and all direct or indirect costs, claims, actions, suits, judgments or liens for damages resulting from any element of the project resulting from the negligence or omission of the solicitor/contractor, of its employees, agents or subcontractors. Selected Offeror shall, upon completion of work, provide the City with a Release of Liens from any subcontractor, supplier, material men, or other supplier of goods and services to the project.

23. Award Protest

Any protest of an award made pursuant to this RFP shall be in writing to the City Attorney. The provisions of COMAR Title 21, State Procurement Regulations, do not apply to municipalities (*see*, 21.01.03.01A.(7)) and therefore do not apply to the City of Gaithersburg.

24. Disputes

All disputes arising under a contract awarded pursuant to this RFP, not disposed of by agreement must be decided under procedures a-d listed below. Pending final resolution of a dispute, the selected Offeror must proceed diligently with contract performance. A claim must be in writing for a sum certain, and any money requested must be fully supported by all cost and pricing information.

- a. All disputes, claims, questions of fact or interpretations of the contract documents not disposed of by agreement or express provision of the contract arising between the City and the Contractor after performance of the contract has commenced but before final payment and termination of the contract, are decided by the City Manager or his/her designee.
- b. The City Manager or designee must give the selected Offeror not less than three (3) working days to submit documentation and written reasons supporting the Contractor's position in the dispute. The City Manager or designee may consider any other information or written submissions from City employees or agents and may conduct an informal, non-record hearing for receipt of testimony, evidence, and argument. The City Attorney may participate in the hearings to protect the City's interest.
- c. The City Manager or designee must render a decision, in writing, stating reasons for it and provide copies to the selected Offeror and the City Attorney. If the decision is mailed to the selected Offeror, it must be mailed "certified" and dated the date of mailing; otherwise, it must be dated the date of delivery to the selected Offeror.
- d. The written decision of the City Manager must be sent to all parties. Such decision may be submitted to Binding Arbitration by either party under the auspices of an arbitrator appointed by the Montgomery County Bar Association.

25. Entire Agreement

Except to the extent that this RFP may be incorporated into a contract awarded pursuant to this RFP as provided herein, there are no promises, terms, conditions, or obligations other than those contained in the RFP and the terms and conditions of the RFP supersede all communications, representations, or agreements either verbal or written, between the City and the Offeror related specifically to the RFP.

26. Immigration Reform and Control Act

The Contractor awarded a contract pursuant to this RFP shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

27. Inconsistent Provisions

Notwithstanding any provisions to the contrary in any Agreement terms or conditions supplied by the Contractor, the City's General Conditions will supersede those terms and conditions in the event of any inconsistency.

28. Governing Law

Any contract awarded pursuant to this RFP shall be construed in accordance with the laws and regulations of the State of Maryland, and the City of Gaithersburg. The Contractor must, without additional cost to the City, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving such contract, exclusive venue and jurisdiction shall be in the Circuit Court for Montgomery County, Maryland, or in the District Court of Maryland for Montgomery County.

F. MINIMUM QUALIFICATIONS

Qualified Offerors must meet the following minimum selection criteria:

- A) Ability to meet the requirements specified in the RFP section related to the requested items
- B) Demonstrate the financial strength of the bidder
- C) Demonstrate experience in providing the services described
- D) Completeness of the proposal, no partial proposals will be considered
- E) Presence in the City and commitment to demonstrate good corporate citizenship

SECTION II - SCOPE OF TEEN, COED AND ADULT OFFICIALS SERVICES

A. GENERAL

The City of Gaithersburg, Maryland is seeking sealed proposals for a one (1) year contract to provide Teen, Coed and Adult Sports Officials beginning January 16, 2007 with an option for three (3) years of renewal service.

B. DESIRED RECREATION SERVICES ASSOCIATED WITH OFFICIATING

The City of Gaithersburg, Maryland is seeking a Contractor to furnish the outlined requested services associated with the RFP for Teen, Coed and Adult Sports Officials Services.

C. COST OF SERVICES

The City of Gaithersburg will expect all Offerers for consideration to complete the RFP in full. Partial submittals will not be accepted or considered.

SECTION III - BIDDING INSTRUCTIONS

- A. Three (5) copies of the proposal including all completed bid forms should be marked "**Teen, Coed and Adult Sports Officials**" and received no later than **9:00 a.m. January 2, 2007** by the City of Gaithersburg, Department of Parks, Recreation and Culture, Activity Center at Bohrer Park, 506 South Frederick Avenue, Gaithersburg, Maryland 20877. Proposals received in the after the date and time prescribed shall not be considered as received and shall be returned unopened to the Offeror.
- B. Each proposal should include at the least the following:
1. **RFP Submission Certification.** Each Offeror submitting a proposal must complete and include the RFP Submission Certification which certifies the truth and correctness of the documents submitted in response to the RFP. The certification must be signed in the name of the Offeror by the person duly authorized to represent the firm. Failure by the Offeror to include this RFP Submission Certification with its proposal will be cause for rejection of the proposal. Requires notary.
 2. **RFP Submission Form.** Each Offeror submitting a proposal must complete and include the RFP Submission Form regarding company identification and ownership disclosures, conflicts of interest, and collusion. The proposal must be signed in the name of the Offeror by the person duly authorized to represent the firm. Failure by the Offeror to include this RFP Submission Form with its proposal will be cause for rejection of the proposal. Requires notary.
 3. **Statement of Qualifications.** Statement is to include a list of other governmental entities for which the Offeror is or has provided services equivalent to those specified in this RFP, and the personal qualifications and experience of the personnel who will be directly involved in the delivery of services to the City.
 4. **Affidavit of Qualification to Bid.** Requires notary.
 5. **Financial data as requested in the RFP.**
- C. The City shall not discuss or disclose proposals or their proposed cost with competing Offerors during the selection process or otherwise disclose them to the public except as may be required under the Federal and State Freedom of Information Acts and other relevant law (i.e., Title 10, State Government Article, Sections 10-611 et. seq. Maryland Code Annotated). Trade secret, confidential or proprietary information which is submitted must be identified as such at the time of submission, and shall not be disclosed to the public or competing Offerors at any point in time unless required by law or ordered by a court of competent jurisdiction to do so.

- D. No responsibility or liability shall be attached to the City, the Director of Finance and Administration or any City official, employee or agent for the premature opening or disclosure of a proposal not properly addressed and identified, or disclosure made pursuant to an obligation existing under federal or state law.
- E. If the firm is unable to meet or exceed the requirements as specified, then the words, "No Bid" should be placed in the extension column. If the firm does not have a charge for a particular service, then it should so indicate in the extension column by NC (no charge).

GENERAL GUIDELINES FOR ALL BIDDERS

1. No partial bids will be accepted. Any bid for which the bid sheet is not completed in full will be rejected.
2. Remittance for all services to a particular division will be submitted independently, no group billing for services. (Separate invoices for Men, Coed and Teen).
3. Questions regarding this bid package should be directed to Jim McGuire, Lifetime Recreation Services Director, Department of Parks, Recreation, and Culture, 506 S. Frederick Avenue, Gaithersburg, Maryland 20877. Telephone number: 301-258-6350. Fax number: 301-948-8364.

SCOPE OF SERVICES

The projected request for services for the year 2007. Subject to change or cancellation of program based on league participation.

Coed Softball Summer League

Location: Morris and Kelley Park
When Tuesday Nights
Season: Last week of May/1st week of June
Divisions Two B/C Divisions
Teams Six teams per division
Total number of Games: 96

Rule Modifications/Specifications:

- 1) Time limit – 65 minutes.
- 2) Go to one (1) pitch if teams are tied and seven (7) innings have been played or time has expired.
- 3) Batters start with one-and-one count.
- 4) Walk rule is in effect – men take second base if walked (subject to change).
- 5) A 12" ball is used for men, 11" for women.
- 6) Ten (10) minute grace period for first game only. Grace period is considered part of the game time.
- 7) League Commissioners are present at the fields.

WOMEN'S SOFTBALL

Location: Morris, Robertson and Kelley Park (Women's Spring, subject to change)
When: Women's Softball – Monday evening
Season: Women's Spring – Opening Night: April 23, 2007

Approximate number of games: 80 games
Monday nights – 30 games

Rule Modifications/Specifications:

Women's Spring

- 1) 65 minute time limit
- 2) Batter starts with a one-and one count

FALL COED SOFTBALL

Location: Morris Park
When: Tuesdays
Season: Opening Night September 11, 2007

Approximate number of games: 50 games

Rule Modification/Specifications:

Coed Fall:

- 1) Batter starts at one-and-one
- 2) 65 minute time limit

TEEN GIRLS SOFTBALL: FAST PITCH

Location: Lakeland's Park
When: Spring League to be announced
Fall League, Wednesday, Thursday or Saturday
Start Date: Spring – TBA
Fall – September 13, 2007
Game Times: 6:30, 7:45pm
Number of Games: Fall 10 games
Spring 32 games

MEN'S SPRING LEAGUE

Specific Divisions:

Monday "Over 35"

Start Date: April 16, 2007

Location: Morris Park (Walker and Morris Fields)
Game Time: 6:15, 7:15, 8:15 and 9:15pm
Holidays: No games May 28 and July 4
Number of Games per night: 8
Total number of games: 84

Wednesday Night "C"

Start Date: April 18, 2007
Location: Morris Park (Walker and Morris Fields)
Game Times: 6:15, 7:15, 8:15 and 9:15pm
Number of Games per night: 8
Total Number of Games: 84

Thursday Night "C"

Start Date: April 19, 2007
Location: Morris Park (Walker and Morris Fields)
Game Times: 6:15, 7:15, 8:15 and 9:15pm
Number of Games per night: 8
Total Number of Games: 84

MEN'S FALL LEAGUE

Monday Division

Start Date: August 20, 2007
Location: Morris Park (Walker and Morris Fields)
Game Times: 6:15, 7:15, 8:15 and 9:15pm
Number of Games per night: 8
Total number of games: 56
Holidays: September 3

Wednesday/Thursday Division

Start Date: August 22, 2007
Location: Morris Park (Morris and Walker Fields)
Game Times: Thursdays 6:15, 7:15, 8:15 and 9:15pm (Walker Field)
Thursdays 8:00 and 9:00pm (Morris Field)
Wednesday's 8:00 and 9:00pm (Morris Field)
Holidays: September 12 & 13th
Total number of games: 56

TOURNAMENT (MEN'S SLOWPICH)

Start Date: June 22, 23 & 24, 2007
Location: Morris Park (Walker and Morris Fields)
Game Times: Friday 6:00, 7:00, 8:00 & 9:00pm
Saturday 9:00am to 8:00pm
Sunday 12 noon – 8:00pm

Maximum number of games: 31

City Rules:

- 1) 55 minutes then one (1) pitch
- 2) one and one count
- 3) one pitch in extra innings
- 4) City provides commissioner and scorekeeper per site

Please provide separate cost for tournament.

Additional Requirements:

- 1) Upon request, service organization will provide a written documentation from an umpire regarding a situational incident within 24 hours.

Additional Charges:

- 1) The service organization will be assessed a \$5 late fee for the documented incident of tardiness.
- 2) A 10\$ fee for the 3rd incident regarding the failure of an umpire to complete their assigned duties.
- 3) The City reserves the right to modify, amend or cancel program structure.

**City of Gaithersburg
Officials for Teen, Coed and Men's Softball
Summary Sheets FY'07**

Company: _____

ADDRESS: _____

COTACT PERSON: _____

TELEPHONE NO: _____

FAX. NO: _____

Coed Softball Summer:

96 games @ _____ = _____

Women's Softball

30 games @ _____ = _____

Fall Coed Softball

50 games @ _____ = _____

Teen Girls Softball

10 games Fall @ _____ = _____

32 games Spring @ _____ = _____

Men's Spring League

252 games @ _____ = _____

Men's Fall League

112 games @ _____ = _____

Men's Slow Pitch Tournament

31 games @ _____ = _____

TOTAL SERVICES: \$ _____

